

Spencer as stated, and that he died seized and possessed of certain parcels of real and personal estate which, by his will, passed to his brother, Isaac Spencer, the father of the defendants. That by the will of William Spencer, his estate was charged with the payment of all his debts, and that after they should be paid (and not before) the valuation and payment spoken of in the will was to be made. That no valuation of the estate of William Spencer was made, as directed by his will; first, because, even if it had been sufficient to pay his debts, its embarrassments were such that time adequate for the purpose was not allowed; and secondly, because the personal estate was overpaid to the amount of upwards of \$30,000, including a large debt due to the said Isaac himself, and that besides this overpayment, large claims still remain unsatisfied. That in respect to these overpayments, Isaac Spencer is to be regarded as a creditor of the real estate of William, after deducting the sum of \$5,000, received from the sale of a portion of his real estate, situate in Queen Anne's county, which was sold by the said Isaac. That in paying off this large sum, beyond the value of the personal estate of his testator, the said Isaac was compelled to part with portions of his own estate, and to incur heavy individual liabilities. The defendants deny that the annual proceeds of the estate of William were, or even could, in any period of time be rendered adequate to the payment of his debts, the same not being sufficient to keep down the annually accruing interest. They also deny that the real estate which was sold was sold at an undervaluation, or that there has been any mismanagement of the personal estate. They admit the death of Isaac Spencer in 1832 as alleged, and that he left a will, devising and bequeathing his estate to his children, the defendants, as stated in the bill. That he constituted two of the defendants, William A. and John Spencer, his executors and the trustees of his real estate, of which they have taken possession, and that complainants have not received any benefit from the devise in their favor in the will of William Spencer, because, as the defendants insist, nothing will remain of his estate after the payment of his debts. The defendants, though they deny the right of the complainants